

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES

In re Application of	:	Jerome Cornet, et al.
	:	
For	:	CONTENT SWITCHING WITH
	:	USER-DEFINED POLICIES
	:	
Serial No.	:	10/715,425
	:	
Filed	:	November 19, 2003
	:	
Art Unit	:	2442
	:	
Examiner	:	Christopher D. Biagini
	:	
Attorney Docket No.	:	ALC 3097
	:	
Confirmation No.	:	5332

REPLY BRIEF

Mail Stop Appeal Brief Patents
Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

Sir:

This Reply Brief responds to the Examiner's Answer mailed on June 18, 2010.

I. STATUS OF CLAIMS

Claims 1-7 and 9-12 are on appeal.

Claims 1-7 and 9-12 are pending.

No claims are withdrawn.

No claims are allowed.

Claims 1-7 and 9-12 are rejected.

Claim 8 is canceled.

II. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL

The following grounds of rejection are presented for review:

A. On pages 4-8, the Office Action rejects claims 1-7 and 9-12 under 35 U.S.C. § 103(a) as allegedly being unpatentable over Pub. No. US2003/0028654 to Abjanic (hereinafter “Abjanic”) in view of Pub. No. US2003/0097495 to Horvitz (hereinafter “Horvitz”), further in view of U.S. Patent No. 6,629,149 to Fraser (hereinafter “Fraser”), further in view of U.S. Patent No. 6,591,260 to Schwarzhoff (hereinafter “Schwarzhoff”), and still further in view of the “Java Tutorial” document.

III. RESPONSE TO EXAMINER'S NEW ARGUMENTS

In the section entitled "Response to Argument", the Examiner's Answer puts forth several new arguments in response to Appellant's Appeal Brief. Appellant will respond to each of the Examiner's new arguments in turn. However, Appellant first notes that the Examiner's Answer does not respond to one or more arguments contained in Appellant's Brief. On this basis alone the rejections should be overturned.

Independent claim 1 recites: "wherein each application provider is a trusted customer of the network provider" (emphasis added). Similar recitations appear in the other independent claims. Appellant respectfully submits that the references of record, alone or in combination, fail to disclose, suggest, or teach this subject matter.

On pages 8 and 9, the Examiner's Answer alleges that Fraser "shows entities that are trusted customers," citing lines 1-10 of col. 16 in Fraser. Appellant previously argued that Fraser lacks any disclosure of the recited relationship between application and network providers. Instead, the cited section of Fraser actually describes "inline agents" that "must be trusted because they manipulate packet headers." Such inline agents are not equivalent to the recited application providers. The Examiner's Answer responds by redefining the term "trust" and declaring that this term can be "broadly construed" because the specification does not specifically limit it.

In response, Appellant respectfully submits that Fraser does not “encompass” the recited “trusted customer.” As set forth in MPEP § 2111, the broadest reasonable interpretation of the claims must also be consistent with the interpretation that those skilled in the art would reach. *In re Cortright*, 165 F.3d 1353, 1359 (Fed. Cir. 1999). In this case, the interpretation of “trusted” is improper because the Examiner’s Answer is inconsistent with the interpretation of those skilled in the art.

As recited in MPEP § 2111.01, where an explicit definition is provided by the applicant for a term, that definition will control interpretation of the term as it is used in the claim. *Toro Co. v. White Consolidated Industries Inc.*, 199 F.3d 1295, 1301 (Fed. Cir. 1999). Here, Appellant respectfully submits that “trusted” appears in paragraph [0009] of the specification: “the applications that will be switched as well as the switching policies are defined by the application provider, a trusted customer of the network provider.” Thus, the specification provides an explicit definition for the term “trusted customer,” equating it to -- application provider --. Furthermore, the trusted customer controls both switching of applications and switching policies.

Independent claim 1 further recites: “the document referencing a location of a corresponding schema” (emphasis added). This subject matter finds support in the specification, for example, in paragraph [0023]. Appellant respectfully submits that the references of record, alone or in combination, fail to disclose, suggest, or teach this subject matter.

On pages 9 and 10, the Examiner's Answer alleges that Schwarzhoff provides schemas in "a generally available repository." In response, the Examiner's allegation of schemas being "generally available" from any location would teach away from having a document that references a particular location.

Independent claim 1 further recites: "instructions in the parser that fetch the corresponding schema" (emphasis added). Similar recitations appear in the other independent claims. Appellant respectfully submits that the references of record, alone or in combination, fail to disclose, suggest, or teach this subject matter.

On pages 11 and 12, the Examiner's Answer alleges that Abjanic's use of an XML director would not discourage the use of routing rules within a fetched schema. In response, Appellant respectfully submits that the schema fetching could not occur in the cited prior art because those references do not have XML parsing capabilities added to content switches. Moreover, the XML parser will fetch the schema for a particular, identified location, subject matter not found in the prior art of record.

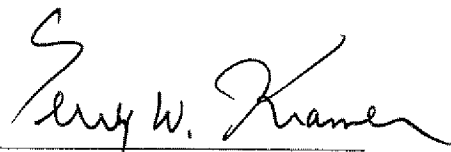
Independent claim 1 also recites, in part: "instructions in the parser that validate the sent document according to the fetched schema" (emphasis added). Similar recitations appear in the other independent claims. Appellant respectfully submits that the references of record, alone or in combination, fail to disclose, suggest, or teach this subject matter.

On page 12, the Examiner's Answer alleges that polymorphism is a property which allows re-use of existing schema documents. The Examiner's Answer further contends that "globally available" schemas would be used for validation. In response, Appellant respectfully submits that the recited validation is different in principle from the cited "globally available" schemas because the claimed schemas are tied to specific locations. Thus, the creator of the schema can specify the routing policy.

CONCLUSION

For at least the reasons discussed above, Appellant respectfully submits that the rejections are in error and that claims 1-7 and 9-12 are in condition for allowance. Therefore, Appellant respectfully requests that this Honorable Board reverse the rejections of claims 1-7 and 9-12.

Respectfully submitted,
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